



GUIDELINES FOR FORMAT AND CONTENT OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST



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## **ATTACHMENT I**

### **GUIDELINES FOR FORMAT AND CONTENT OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

The following pages contain information, instructions, and guidelines for preparing the proposed hard copy Information Technology Schedule Pricelist. Two copies of the proposed Information Technology Schedule Pricelist must be submitted with your offer. Please Note: The proposed Information Technology Schedule Pricelist should be submitted as a document separate from this Attachment and it must, at a minimum be formatted in a font no smaller than 10 cpi (characters per inch).

These guidelines prescribe the format and content to be used to create the Information Technology Schedule Pricelist. Offerors are advised to include only those terms and conditions applicable to the Special Item Numbers (SINs) being proposed.

The proposed Information Technology Schedule Pricelist must contain the following information, as applicable to your proposal:

1. Pricelist Cover Page
2. Table of Contents
3. Information For Ordering Activities
4. Terms and Conditions Applicable to Leasing of General Purpose Commercial Information Technology Products (Special Item Number 132-3)
5. Terms and Conditions Applicable to Daily / Short Term Rental of General Purpose Commercial Information Technology Equipment (Special Item Number 132-4)
6. Terms and Conditions Applicable to Purchase of General Purpose Commercial Information Technology Equipment (Special Item Number 132-8)
7. Terms and Conditions Applicable to Maintenance, Repair Service and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, (After Expiration of Guarantee/Warranty Provisions and/or When Required Service is not Covered by Guarantee/Warranty Provisions) and for Leased Equipment (Special Item Number 132-12)
8. Terms and Conditions Applicable to Term Software Licenses (Special Item 132-32), Perpetual Software Licenses (Special Item Number 132-33) and Maintenance of Software (Special Item Number 132-34) for General Purpose Commercial Information Technology Software
9. Terms and Conditions Applicable to Training Courses for General Purpose Commercial Information Technology Equipment and Software (Special Item Number 132-50)
10. Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51) and Electronic Commerce (EC) Services (Special Item Number 132-52)
11. Terms and Conditions Applicable to Wireless Services (Special Item Number 132-53)
12. Terms and Conditions Applicable to Authentication Products and Services (Special Item Number 132-60, Special Item Number 132-61, and Special Item Number 132-62)

13. Any descriptive information relating to the equipment and/or software offered (subject to the approval of the Contracting Officer)
14. Products and Services Pricelist - should include, at a minimum, the following:
  - a. Brand Name, Model and/or Catalog Number (as applicable)
  - b. Brief description of item
  - c. Negotiated unit price (NET PRICE) for the product or service.
15. Blanket Purchase Agreements (BPAs).
16. Contractor Team Arrangements.
17. List of Service and Distribution Points, as applicable.
18. List of Participating Dealers, as applicable.

INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☒ [X] The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ [ ] The Geographic Scope of Contract will be overseas delivery only.
- ☐ [ ] The Geographic Scope of Contract will be domestic delivery only.

**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will/will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

Ordering Address:	Payment Address:
<b>Network Instruments, LLC</b> <b>10701 Red Circle Drive</b> <b>Minnetonka, MN 55343</b>	<b>Network Instruments, LLC</b> <b>10701 Red Circle Drive</b> <b>Minnetonka, MN 55343</b>

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

**(952) 358-3800**

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

### **3. LIABILITY FOR INJURY OR DAMAGE**

Network Instruments, LLC, shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by Network Instruments, LLC, unless such injury or damage is due to the fault or negligence of Network Instruments, LLC.

### **4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **88\_435\_6288**

Block 30: Type of Contractor: **B. Other Small Business**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **41-1789763**

4a. CAGE Code: **06NY2**

4b. Network Instruments, LLC **has** registered with the Central Contractor Registration Database.

### **5. FOB DESTINATION: FOB Destination available in the continental US only**

### **6. DELIVERY SCHEDULE**

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as negotiated between the ordering agency and Network Instruments, LLC.

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall

be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: None
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions: None

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: None**

10. **Small Requirements:** The minimum dollar value of orders to be issued is \$50.00.

11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
  - Special Item Number 132-8 - Purchase of Equipment
  - Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
  - Special Item Number 132-33 - Perpetual Software Licenses
  - Special Item Number 132-34 – Maintenance of Software
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
  - Special Item Number 132-50 - Training Courses

12. **ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

#### **14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)**

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

## **16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

## **17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and



- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
- (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated here: None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing

wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

## **23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

## **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:  
This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

## **25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract.

The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY EQUIPMENT  
(SPECIAL ITEM NUMBER 132-8)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

To place orders, call **(952) 358-3800**

**3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

**a. INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule: **The software and hardware appliances are generally self-installable**

**b. INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

## **5. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

## **6. WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

### ***Network Instruments, LLC hardware warranty text begins ----***

#### **Limited Warranty—Hardware**

Network Instruments, LLC. ("Network Instruments") warrants this hardware product against defects in materials and workmanship for a period of 90 days from the date of shipment of the product from Network Instruments, LLC. Warranty is for depot service at Network Instruments corporate headquarters in Minneapolis, MN, or Network Instruments' London, UK office. Warranties and licenses may give you more coverage in certain local jurisdictions; Network Instruments also offers extended warranties as part of its maintenance agreement program. If a defect exists, at its option Network Instruments will (1) repair the product at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product assumes the remaining warranty of the original product or 60 days, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Network Instruments' property.

This manual is furnished under license and may only be used or copied in accordance with the terms of such license. The information in this manual is furnished for informational use only, is subject to change without notice, and should not be construed as a commitment by Network Instruments, LLC. Network Instruments, LLC assumes no responsibility or liability for any errors or inaccuracies that may appear in this manual. Network Instruments, LLC does not warrant that the hardware will meet your requirements or that the operation of the hardware will be uninterrupted or that the hardware will be error-free.

NETWORK INSTRUMENTS, LLC SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL NETWORK INSTRUMENTS, LLC BE LIABLE FOR ANY LOSS OF PROFIT OR ANY OTHER COMMERCIAL DAMAGE, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES.

Network Instruments, LLC makes no other warranty, expressed or implied.

*Network Instruments, LLC hardware warranty text ends ----*

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Network Instruments, LLC, 10701 Red Circle Drive, Minnetonka, MN, 55343, USA

#### **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

#### **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE,  
REPAIR  
SERVICE AND REPAIR PARTS/SPARE PARTS FOR  
GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT (AFTER  
EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS  
AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY  
GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED  
EQUIPMENT  
(SPECIAL ITEM NUMBER 132-12)**

**1. SERVICE AREAS**

a. The maintenance and repair service rates listed herein are applicable to depot service only. Network Instruments, LLC, does not provide for on-site service or repair.

b. Repair services will be performed at the Contractor's plant(s) listed below:

Network Instruments, LLC, 10701 Red Circle Drive, Minnetonka, MN, 55343, USA

**2. MAINTENANCE ORDER**

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

### **3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

### **4. SCOPE**

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply to the specific systems (by Serial Number) for which maintenance was purchased, or on a time and materials basis for systems not covered.

1. Equipment may be placed under maintenance coverage upon purchase, and renewed annually without gaps in coverage.
2. Maintenance coverage may be purchased for equipment that has not been covered, provided an inspection is performed to verify it is in good operating condition. This inspection is done via depot service on a time and materials basis at customer's expense.
3. If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

### **5. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment to be maintained or repaired.

### **6. RESPONSIBILITIES OF THE CONTRACTOR**

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required.

### **7. MAINTENANCE RATE PROVISIONS**

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity. This excludes shipping costs to a repair facility, which are the responsibility of the ordering entity.

### **8. REPAIR SERVICE RATE PROVISIONS**

All service provided is depot service at our plant in Minnesota, with rates as follows:

REPAIR SERVICE RATE: \$150.00 per hour

### **9. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**



All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist.

**10. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS**

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 60 days.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period 60 days.

**11. INVOICES AND PAYMENTS**

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

*Network Instruments, LLC software warranty text begins ----*

**Limited Warranty—Software**

Network Instruments, LLC ("DEVELOPER") warrants that for a period of sixty (60) days from the date of shipment from DEVELOPER: (i) the media on which the SOFTWARE is furnished will be free of defects in materials and workmanship under normal use; and (ii) the SOFTWARE substantially conforms to its published specifications. Except for the foregoing, the SOFTWARE is provided AS IS. This limited warranty extends only to END-USER as the original licensee. END-USER's exclusive remedy and the entire liability of DEVELOPER and its suppliers under this limited warranty will be, at DEVELOPER or its service center's option, repair, replacement, or refund of the SOFTWARE if reported (or, upon request, returned) to the party supplying the SOFTWARE to END-USER. DEVELOPER does not warrant that the software will meet END-USER requirements, and in no event does DEVELOPER warrant that the SOFTWARE is error free or that END-USER will be able to operate the SOFTWARE without problems or interruptions. Should DEVELOPER release a newer version of the SOFTWARE within 60 days of shipment of the product, DEVELOPER will update the copy of the SOFTWARE upon request, provided request is made by the licensed END-USER within the 60 day period of shipment of the new version. This update may consist of a CD or a manual or both at the discretion of DEVELOPER. ENDUSER may be charged a shipping fee for updates.

The information in the SOFTWARE manuals is furnished for informational use only, is subject to change without notice, and should not be construed as a commitment by DEVELOPER. DEVELOPER assumes no responsibility or liability for any errors or inaccuracies that may appear in any SOFTWARE manual. This warranty does not apply if the software (a) has been altered, except by DEVELOPER, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by DEVELOPER, (c) has been subjected to abnormal

physical or electrical stress, misuse, negligence, or accident, or (d) is used in ultrahazardous activities.

DISCLAIMER. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

The above warranty DOES NOT apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which DEVELOPER does not receive a license fee. All such software products are provided AS IS without any warranty whatsoever.

This License is effective until terminated. END-USER may terminate this License at any time by destroying all copies of SOFTWARE including any documentation. This License will terminate immediately without notice from DEVELOPER if ENDUSER fails to comply with any provision of this License. Upon termination, END-USER must destroy all copies of SOFTWARE.

DEVELOPER makes no other warranty, express or implied.

#### **Liability**

IN NO EVENT WILL DEVELOPER OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF DEVELOPER OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DEVELOPER SHALL NOT BE LIABLE FOR MATERIAL, EQUIPMENT, DATA, OR TIME LOSS CAUSED DIRECTLY OR INDIRECTLY BY PROPER OR IMPROPER USE OF THE SOFTWARE. IN CASES OF LOSS, DESTRUCTION, OR CORRUPTION OF DATA, DEVELOPER SHALL NOT BE LIABLE. DEVELOPER DOES NOT TAKE ANY OTHER RESPONSIBILITY.

In no event shall DEVELOPER's or its suppliers' liability to END-USER, whether in contract, tort (including negligence), or otherwise, exceed the price paid by END-USER. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose.

DEVELOPER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DEVELOPER BE LIABLE FOR ANY LOSS OF PROFIT OR ANY OTHER COMMERCIAL DAMAGE, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. DEVELOPER'S liability to the END-USER under this agreement shall be limited to the amount actually paid to DEVELOPER by END-USER for the SOFTWARE giving rise to the liability.

#### **Ownership and Confidentiality**

END-USER agrees that Network Instruments, LLC owns all relevant copyrights, trade secrets and all intellectual property related to the SOFTWARE.

*Network Instruments, LLC software warranty text ends ----*

### **3. TECHNICAL SERVICES**

The Contractor shall provide a hot line technical support number **(952) 358-3800** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:30AM to 4:30PM, Central Time, from Monday through Friday.

This technical support is available for 60 days from time of purchase, and for all products for which maintenance has been purchased, for the period of the maintenance contract.

#### **4. SOFTWARE MAINTENANCE**

- a. Software maintenance service shall include the following:

Technical support by phone and new releases, major or minor, while maintenance coverage is in effect.

- b. Maintenance is typically purchased along with new product. Renewals are available annually. We will send reminders to registered end-users, but we do not invoice automatically. Orders for renewal must be placed by the ordering entity.

#### **5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

#### **6. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)**

See complete license text above in item (2).

#### **7. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

General Descriptions:

Software Consoles provide stand-alone troubleshooting capability, as well as functioning as a user console for any deployed remote Network Instruments probes.

##### **Observer Standard (Part No. OBS12X)**

Observer Standard provides first-level network analysis, including real-time packet captures and decodes, filtering, real-time statistics, triggers and alarms, trending, and more across multiple topologies (LAN, wireless, and gigabit).

##### **Observer Expert (Part No. EOBS12X)**

Observer Expert speeds network troubleshooting by proactively identifying network issues and offering immediate solutions. Pinpoint difficult problems through real-time or post-capture Expert analysis.

Observer Suite (Part No. SOBS12X)

Observer Suite combines the functionality of Observer Standard and Observer Expert plus SNMP device management, RMON compliance, and web reporting. It provides enterprise-level network analysis for LAN, wireless, and low-utilization gigabit networks.

**Software Probes** Report to Observer Consoles for In-Depth Analysis:

**Advanced Single Probe (Part No. PRB12X)**

For a basic level of network analysis, the Advanced Single Probe permits you to:

- Continuously collect and store remote network information for baseline comparison
- Protect network data with passwords and data encryption
- Adhere to RMON and HCRMON standards with RMON probe option

**Advanced Multi-Probe (Part No. PM12X)**

Includes all the functionality of the Advanced Single Probe, plus:

- Monitor data from multiple network adapter cards simultaneously
- Collaborate across locations to solve complex network problems by analyzing the same data concurrently
- Capture up to 124 GB worth of data with the industry's largest memory buffer

**Advanced Expert Probe (Part No. PE12X)**

Includes all the functionality of the Advanced Single Probe and the Advanced Multi-Probe, plus:

- View remote Expert Analysis in real time for faster troubleshooting
- Perform packet captures and decodes at the individual probe level
- Conserve bandwidth by only transferring Expert screenshots, not raw data packets

Observer or Probe v.12 System Requirements					
			<b>MINIMUM</b>		<b>RECOMMENDED</b>
			<b>Windows 2000</b>		<b>Windows Vista/XP/2003</b>
100 MB or Lower		1.6 GHz Processor	w/512MB RAM	2GHz Dual Core Processor	w/ 2 GB RAM
FDDI		1.6 GHz Processor	w/512MB RAM	2GHz Dual Core Processor	w/ 2 GB RAM
Gigabit (1000Mbit)		1.6 GHz Processor	w/512MB RAM	2GHz Dual Core Processor	w/ 2 GB RAM

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50)**

**1. SCOPE**

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

**4. CANCELLATION AND RESCHEDULING**

We realize that the training cancellations are sometimes unavoidable.

- a. So, for a scheduled training session open to the public, the ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then provide a voucher for that student to attend a subsequent, similar training session. Please note that the training venues are held in various cities and travel may be required, and is at the ordering entity's expense.
- b. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- c. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

**5. PRICE FOR TRAINING**

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement.

**6. INVOICES AND PAYMENT**

Invoices for training shall be submitted by the Contractor upon the training course being purchased. Training may be pre-paid with a credit card, or invoiced on a Net30 basis.

7. **FORMAT AND CONTENT OF TRAINING**

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- c. SIN 132-50 Training Courses:

Course Title	<b>TR01 - Basic Network Analysis using the Observer® Analyzer</b>
Course Description	This 2 day course is designed to teach students solid, basic network management skills using a network analyzer. This class also provides a logical troubleshooting approach to capturing and analyzing data frames. With this knowledge, students can effectively troubleshoot, maintain, optimize and monitor network traffic.
Audience	<b>Observer software and appliance users</b>
Prerequisite	<b>None</b>
GSA Price	<b>\$1221.02</b>
Time to Complete	<b>2 Days</b>
Method of Delivery	<b>Classroom</b>
Locations of Training	<b>See the following URL: <a href="http://www.networkinstruments.com/training/schedule.html">http://www.networkinstruments.com/training/schedule.html</a></b>
Ordering Code	<b>TR01-XXYYZZ (“XXYYZZ” represents the date of the start of class. Example: January 29, 2007 = TR01-012907</b>

Course Title	<b>TR02 - TCP/IP Network Analysis using the Observer® Analyzer</b>
Course Description	This 2 day course covers issues and protocols in the TCP/IP environment. Students learn to troubleshoot common problems at all layers of the TCP/IP stack. Students also learn to examine, and analyze components using a network analyzer.
Audience	<b>Observer software and appliance users</b>
Prerequisite	<b>TR01</b>
GSA Price	<b>\$1221.02</b>
Time to Complete	<b>2 Days</b>
Method of Delivery	<b>Classroom</b>
Locations of Training	<b>See the following URL: <a href="http://www.networkinstruments.com/training/schedule.html">http://www.networkinstruments.com/training/schedule.html</a></b>
Ordering Code	<b>TR02-XXYYZZ (“XXYYZZ” represents the date of the start of class. Example: January 31, 2007 = TR02-013107</b>

Course Title	<b>TR30 - Security Training (Network Security using the Observer® Analyzer)</b>
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	<b>Analyzer)</b>
Course Description	This 2-day course focuses on issues and signatures in securing the Network environment. Students learn to identify common security threats, filter for specific signatures, and how to deal with Network Security. Students also learn to examine, analyze, and dissect protocol components using a network analyzer.
Audience	<b>Observer software and appliance users</b>
Prerequisite	<b>None</b>
GSA Price	<b>\$1221.02</b>
Time to Complete	<b>2 Days</b>
Method of Delivery	<b>Classroom</b>
Locations of Training	<b>See the following URL:</b> <b><a href="http://www.networkinstruments.com/training/schedule.html">http://www.networkinstruments.com/training/schedule.html</a></b>
Ordering Code	<b>TR30-XXYYZZ (“XXYYZZ” represents the date of the start of class.</b> <b>Example: May 14, 2007 = TR30-051407</b>

Course Title	<b>ONSITE – Onsite Training, per day, up to 8 students</b>
Course Description	Observer onsite training
Audience	<b>Observer software and appliance users</b>
Prerequisite	<b>None</b>
GSA Price	<b>\$3350.13</b>
Time to Complete	<b>1 Day</b>
Method of Delivery	<b>Classroom</b>
Locations of Training	<b>See the following URL:</b> <b><a href="http://www.networkinstruments.com/training/schedule.html">http://www.networkinstruments.com/training/schedule.html</a></b>
Ordering Code	<b>ONSITE</b>



## USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

### PREAMBLE

**Network Instruments, LLC**, provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Bruce Clark, VP Sales, Network Instruments, LLC, (952) 358-3800**.

BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE

**Network Instruments, LLC**

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Network Instruments) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s): **GS-35F-0509M**.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

\_\_\_\_\_  
Ordering Activity                      Date

\_\_\_\_\_  
Contractor                              Date

BPA NUMBER \_\_\_\_\_

**NETWORK INSTRUMENTS, LLC**  
**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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#### BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.